

**Select An Agenda:**

June 17, 2025

**Category:**

R. Consent Agenda Items

**Department:**

Land Development Division

**Workflow:**

No fiscal impact

**Short Name:**

JSMJ Properties, LLC Warehouse Performance Surety

**Subject:**

Accept Performance Surety in the amount of \$18,964 in the form of Irrevocable Letter of Credit NO. BOCFL071 for JSMJ Properties, LLC Warehouse. (No fiscal impact)

**Description:**

This request is to accept Performance Surety in the amount of \$18,964 in the form of Irrevocable Letter of Credit NO. BOCFL071 for outstanding construction items listed in the engineer's cost estimate. The Land Development Division has reviewed and recommends acceptance of this performance surety.

**Recommendation:**

Request Board accept Performance Surety in the amount of \$18,964 in the form of Irrevocable Letter of Credit NO. BOCFL071 for JSMJ Properties, LLC Warehouse.

**Fiscal Impact:**

No Fiscal Impact

**Contact Information:**

Rita Karacson

Land Development

863-534-6794

[ritakaracson@polk-county.net](mailto:ritakaracson@polk-county.net)

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4685 E. COUNTY ROAD 540A  
LAKELAND, FL 33813  
PHONE: (863) 940-9979  
[www.GaddCivil.com](http://www.GaddCivil.com)

April 3, 2025

Polk County Land Development  
330 West Church Street  
Bartow, FL 33830

RE: **JSMJ Properties, LLC Warehouse – LDNON-2024-144**  
Performance Bond - Engineer's Estimate

To Whom it Concerns,

Attached is our Engineer's Estimate for the work proposed within the Right of Way for the above-referenced project that will be dedicated to Polk County for the required Performance Bond amount.

Please feel free to contact my office if you have any questions or require additional information.

Respectfully Submitted,  
**Gadd & Associates, LLC**  
CA # 30194

TTT: 5/9/25

**Rodney A. Gadd, PE**  
FL Lic. No. 70875

<b>Item</b>	<b>Amount</b>
Cut and Grade Driveway and Sidewalks	\$800
Provide and Install Sub-Base	\$1,200
Form and Pour 1944sf at \$5.09/sf of driveway and apron	\$9,900
Form and Pour 300sf at \$4.17/sf of 5' wide sidewalks	\$1,250
Provide and Install Signage, Striping, and Curb Ramps	\$1,500
Offsite restoration clean-up and debris	\$400
Sod (Bahaia) 60 sy ROW Restoration	\$240
Material Testing (This Scope Only)	\$750
Maintenance of Traffic (This Scope Only)	\$1,200
Advance Warning Sign Set up, Traffic Devices, Flagger Operation	
Subtotal	\$17,240
Performance Bond Amount (110%)	\$18,964



\*00000000512509-002147005012025\*

## IRREVOCABLE LETTER OF CREDIT

**Borrower:** JSMJ Properties LLC  
2130 E Edgewood Dr # 4  
Lakeland, FL 33803

**Lender:** Bank of Central Florida  
Lakeland Commercial  
5015 S Florida Avenue  
Lakeland, FL 33813  
(863) 682-7100

**Beneficiary:** Polk County, Land Development Division  
330 W Church St  
PO Box 9005 - Drawer GM03  
Bartow, FL 33831-9005

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### NO.: BOCFL071

**EXPIRATION DATE.** This letter of credit shall expire upon the earlier of the close of business on 05-01-2026 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Eighteen Thousand Nine Hundred Sixty-four & 00/100 Dollars (\$18,964.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY:** PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: ANY DRAFT(S) DRAWN BY YOU UNDER THIS LETTER OF CREDIT SHALL BE ACCOMPANIED BY 1) THIS ORIGINAL LETTER OF CREDIT; TOGETHER WITH A SWORN STATEMENT SIGNED BY AN AUTHORIZED OFFICER OF THE BENEFICIARY THAT THERE HAS BEEN A PAYMENT DEFAULT BETWEEN THE BORROWER AND THE BENEFICIARY 2) MUST BEAR UPON FACE OF DRAFT "DRAWN UNDER BANK OF CENTRAL FLORIDA IRREVOCABLE LETTER OF CREDIT #BOCFL071." MUST BE PRESENTED OR NEGOTIATED NOT LATER THAN THE EXPIRATION DATE OR ANY FUTURE EXPIRATION DATE OF THIS LETTER OF CREDIT.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER Bank of Central Florida IRREVOCABLE LETTER OF CREDIT NO. BOCFL071 DATED 05-01-2025," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

**PERMITTED TRANSFEREES.** The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the

**IRREVOCABLE LETTER OF CREDIT  
(Continued)**

Loan No: 512509-002

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laws of the State of Florida without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Florida.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

**EVERGREEN CLAUSE.** It shall be a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date unless Sixty (60) days prior to such expiration date, we notify you in writing, by certified mail, that we elect not to renew this letter of credit for any additional one year period.

Dated: May 1, 2025

LENDER:

BANK OF CENTRAL FLORIDA

By: Megan Sutherland  
Authorized Officer Megan Sutherland, ACP

**ENDORSEMENT OF DRAFTS DRAWN:**

Date	Negotiated By	Amount In Words	Amount In Figures
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